

Terms of Trade

Grower		Merchant	
Grower's Name:		Merchant's Name:	Empro PtyLtd
ABN:		ABN:	90124994574
Address:		Address:	Market City, 280 Bannister Road, Canning Vale WA 6155,
Email:		Email:	admin@empro.com.au
Phone:		Phone:	08 9455 4753

Terms and conditions

1. Application

- 1.1 These Terms of Trade set out the terms and conditions on which the Merchant is prepared to trade in horticulture produce with growers as required by the Horticulture Code of Conduct.
- 1.2 The Horticulture Code of Conduct requires that a Merchant and a grower may only trade in horticulture produce if they have entered into a Horticulture Produce Agreement which complies with the code.
- 1.3 If the Merchant and the grower agree, these terms of trade may be included in a Horticulture Produce Agreement and form part of the terms and conditions of that agreement.

2. Trader's Role

- 2.1 The Merchant is prepared to trade with growers as a Merchant.

3. Delivery Requirements

- 3.1 Prior to delivery, the grower must provide documentation accurately describing the quantity, type of container, variety, size, class and description of the horticulture produce.

4. Quality of Produce

- 4.1 Horticulture produce supplied by a grower must be good quality, fit for human consumption and comply with any statutory regulations including quarantine, food safety, packaging, labeling, weights and measures.

5. Rejection of Produce

- 5.1 Horticulture produce supplied by a grower may be rejected if it does not meet the agreed quality requirements described in Clause 4.
- 5.2 The Merchant will immediately notify the grower by telephone, fax, email or other electronic method if any horticulture produce is rejected and will subsequently advise the grower of the reasons for rejection in writing within 3 days following delivery.
- 5.3 If Horticulture Produce is rejected by the Merchant, it will be held pending notification to the grower and may result in any pricing agreement for the produce being reviewed.

6. Payment Terms

- 6.1 The Merchant will pay the grower for the Horticulture Produce which has been accepted at delivery within 28 days of the delivery date.

7. Insurance

- 7.1 The Merchant does not hold any insurance policies in relation to Horticulture Produce under the Merchant's control prior to title in the Horticulture Produce passing to the Merchant.